

**LIMITED PRODUCT WARRANTY
FOX BLOCKS INSULATED CONCRETE FORM WALL SYSTEMS**

Fox Blocks insulating concrete form wall systems and components (the "product") are warranted to be free from defects and materials in workmanship which cause the product not to perform as set forth in the product manual existing at the time of the sale of the product. This warranty extends only to original purchasers of the product and applies only if the product is handled, stored, transported, and installed in accordance with applicable Fox Blocks installation manuals, other applicable instructions or guidelines published by Fox Blocks, and applicable building codes. This warranty is effective only if Fox Blocks receives written notice within 30 days after the first discovery of a defect but in no event later than 365 days after the date of shipment of the product.

Fox Block's liability, and the warranty claimant's sole and exclusive remedy for alleged defects in the materials or manufacturing of product, shall be limited to the replacement of an equivalent amount of allegedly defective product, or a refund of the invoice price charged and paid for the allegedly defective product, as Fox Blocks may in its sole discretion elect. In no event shall Fox Blocks be liable for any consequential or incidental damages, losses, costs, or expenses of any kind (including, by way of example, but not limited to, loss of profits, loss of value to structures, labor to replace allegedly defective product or to reinstall conforming product, injury to credit, reputation or goodwill, and exemplary or other similar damages) directly or indirectly resulting from any alleged breach of warranty contained herein. No other person or entity has any authority to bind or assume on behalf of Fox Blocks any other liability, affirmation, undertaking, representation or warranty in connection with the sale or use of product except as stated herein. No further warranty is expressed or implied that is not specifically set forth herein.

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The foregoing is the complete and exclusive statement of the terms of warranty of Fox Blocks for its product. In the event the remedies set forth herein should be found to have failed their essential purposes or are otherwise found to be unenforceable, in no event shall Fox Blocks' liability, nor shall a claimant's damages, exceed the actual purchase price paid for the product. For purposes of this limited product warranty, "Fox Blocks" means the division of Airlite Plastics Co. that produces product; Airlite Plastics Co.; and any and all subsidiaries and affiliates of Airlite Plastics Co.

Project: _____

The above Warranty terms are hereby agreed to this ____ day of _____, 20__.

Fox Blocks division of Airlite Plastics Co. _____

By: _____

By: _____